

Which Health Club Plan is the Right One for You?

Health clubs are as individual as the people who use them. That’s why taking the time to do some research before you make your decision is a good idea—the greater your satisfaction with the club, the more likely you will achieve your

exercise goals. Look for a facility that provides the equipment and services you need and enjoy. Below are some things you should consider when checking into health and athletic facilities in California.

Before You Sign Up, Ask Yourself:

What exercise options do I want?
Aerobics, yoga, or spinning classes?
Cardiovascular equipment? Weights? Swimming?
Racquetball? Tennis? Basketball? Martial Arts?

What types of services do I want?
A personal trainer? Sports tournaments?
Seminars? Social activities?

What features am I looking for?
Coed? Is child care offered? Sauna? Spa? Juice or snack bar?

What are my fitness goals?
Good health? Weight gain or loss? Muscles? Body tone? Physical rehabilitation? Stress reduction?

What are my physical limitations?
What exercise is best for me? Do any medical conditions limit my exercise? Should I consult my physician before making a decision?

Visit the Facility

Before signing a membership contract, there are things you should consider about each facility. Take the checklist on the right with you when you visit a facility. Make a note of what features that gym offers, then weigh the pros and cons before you make a decision.

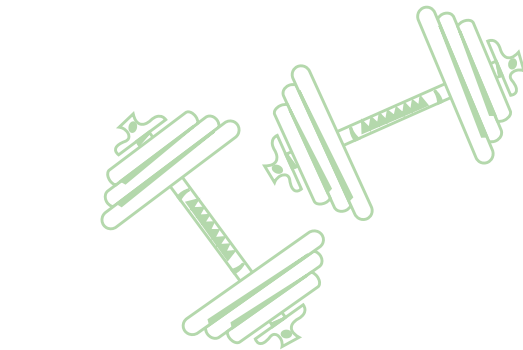
Checklist

Equipment	<input type="checkbox"/> maintained	<input type="checkbox"/> clean
Satisfaction of current members	<input type="checkbox"/> with services	<input type="checkbox"/> with price
Facility	<input type="checkbox"/> crowds	<input type="checkbox"/> noise level
	<input type="checkbox"/> cleanliness	(showers, lockers, snack bar, etc.)
Parking	<input type="checkbox"/> free or paid?	
Operating hours	<input type="checkbox"/> convenient to your schedule	
Instructors	<input type="checkbox"/> qualified	<input type="checkbox"/> available
	<input type="checkbox"/> pleasant	<input type="checkbox"/> helpful
	<input type="checkbox"/> knowledgeable	
Security	<input type="checkbox"/> members’ safety	<input type="checkbox"/> lockers provided
Facility rules	<input type="checkbox"/> reasonable	<input type="checkbox"/> enforced
Discounts	<input type="checkbox"/> group rates	(corporate, senior citizen, etc.)

If You Have a Problem

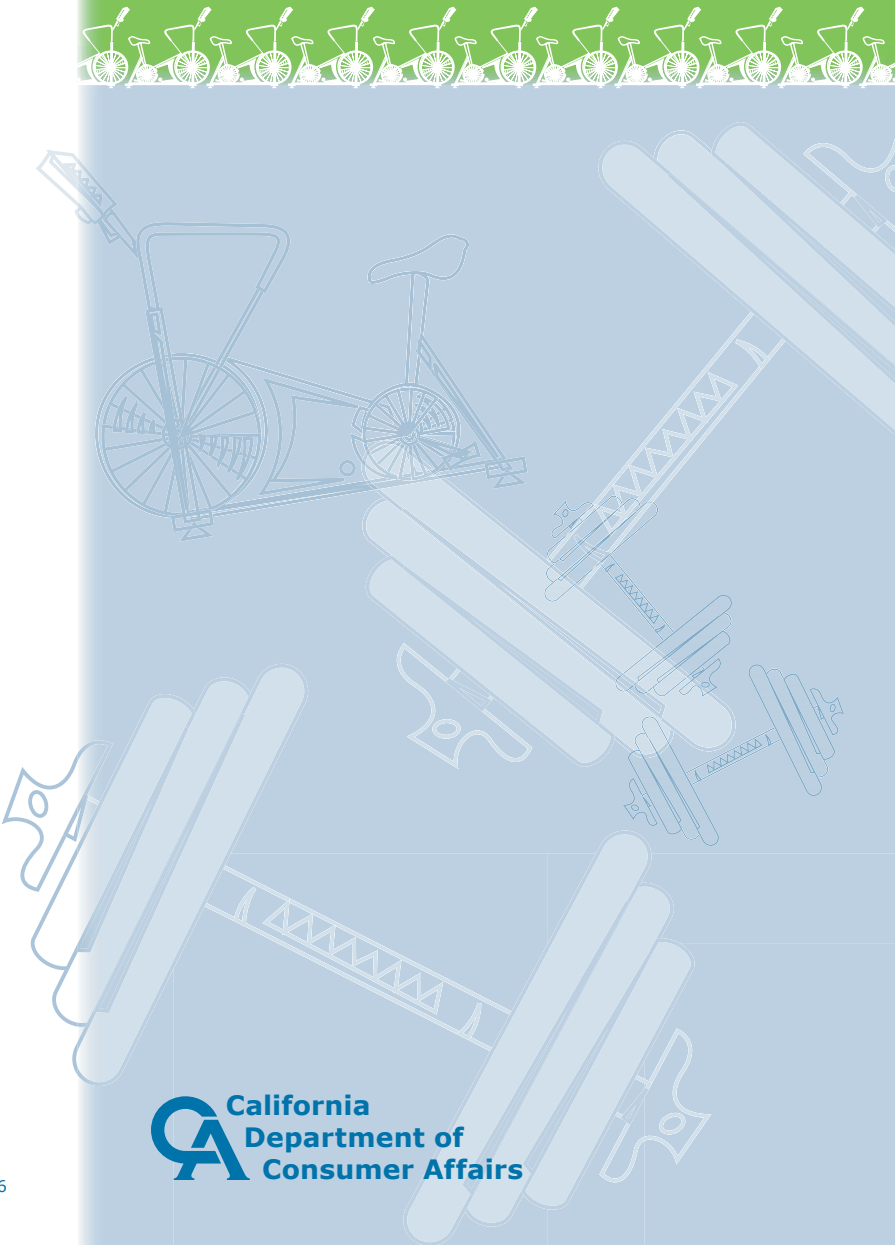
Contact the facility’s manager or owner if you have a problem at the club. If you are still unable to resolve the problem, contact:

- Your local consumer protection agencies (look in the yellow or white pages of your telephone directory under “consumer”);
- Your local Better Business Bureau; or
- The California Department of Justice, Office of the Attorney General, Public Inquiry Unit, online at <http://caag.state.ca.us/consumers> or by phone at (800) 322-3360.



Department of Consumer Affairs
1625 North Market Blvd.
Sacramento, CA 95834
1-800-952-5210

Memberships in Health Clubs, Spas, and Studios





The Search

Make a list of all the facilities you may want to consider. Include programs offered by your local YMCA, YWCA, community colleges, and parks and recreation programs. These locations often have gyms and pools and offer a variety of classes, usually at a lower cost than a health facility. Remember that comparison shopping is important, so you should evaluate at least three facilities, if possible.

Know Your Rights

Before signing a contract with a health club, read and understand all of its terms. Remember:

- Don't sign a contract with any blank spaces that could be filled in later. Make sure that any oral promises (for example, about equipment to be added in the future) are written on the contract and initialed by both the club's representative and you.
- The contract cannot require you to make payments totaling more than \$3,000 (excluding interest or finance charges).
- Payments may not be required beyond the length of the contract. The contract may not provide services for more than three years; lifetime contracts are unlawful. (Contracts can, of course, be renewed.)
- You may cancel the contract by midnight of the fifth business day after you have signed it. When counting the days, don't count Sundays and holidays. The contract must explain your right to cancel and where to send the written notice of cancellation. (Consider mailing the cancellation by certified mail with return receipt.) If you cancel the contract, your money must be refunded within 10 days after the

club receives your notice of cancellation. The club may deduct for any service you used before canceling.

- If the total amount of your contract, including membership fees, is \$1,500-\$2,000, you have 20 days to cancel; if it is \$2,001-\$2,500, you have 30 days to cancel. Any contract totaling more than \$2,501 may be canceled within 45 days.
- If you move a distance of more than 25 miles from the club and the club is unable to transfer the contract to a comparable facility, you don't have to make payments for any services you haven't yet received. If you have prepaid fees, you are entitled to a refund for the services not used. (However, if it is included in the terms of your contract, the club may charge a predetermined cancellation fee of not more than \$100, unless more than half of the life of the contract has passed, in which case the maximum cancellation fee is \$50.) The contract must disclose these rights.
- If the club promises, either in its advertisements or in your contract, that certain facilities will be offered, the club must provide those services by the time the contract says it will. You have until that time to cancel the contract. If no time is specified in the contract, you have six months to cancel. Once the club begins offering the promised facilities, you have just 10 days to cancel.
- If the club reduces facilities available to you, say a pool or tennis court closes for longer than just maintenance or improvements, you may cancel. You may not cancel just because the club changes classes or equipment

if your contract says that the club has the right to make these changes.

- If you become disabled or die, neither you nor your estate has to pay the balance. If you have paid in advance, the club must refund the amount that covers the services that you haven't used. If you cancel due to a disability, your doctor must confirm the disability to the club. The contract must disclose these rights.
- You must be given a copy of the signed contract. A contract that fails to comply with these requirements is unenforceable. If you can show in court that the contract you signed violates the law, the judge can award you up to three times the amount of damages you suffered plus a reasonable attorney's fee if you have hired an attorney.



The Membership Contract

Some facilities will ask you to sign up for a short-term (month-to-month) contract. This option may be important if you are not sure that you will use the facility for a long period of time. If you decide to cancel a month-to-month membership, your loss will be limited at most to the amount of the membership fee.

If you sign an installment sales contract (you agree to pay a certain amount each month for a specific number of months), you must continue making payments even if you stop going to the facility. You will only be legally excused from paying if you become disabled or move, or if the club closes. You may also lose your investment if you switch facilities.

Sometimes facilities offer a discount if you pay in advance for a long-term membership of up to

three years. You may lose your investment under this type of agreement if the facility closes or if you stop using it.

If The Facility Has Not Opened

Occasionally, new facilities close shortly after opening or they never open at all, even though they have accepted your money.

When you sign a contract for a club that has not yet opened, the club must put your money into a trust account until five days after the club opens. After the club opens, you have until the fifth business day, not including Sundays and holidays, to cancel. The club must refund your money within 10 days after it receives your notice of cancellation.

If a Health Club Closes

If you have an installment sales contract, and the health club closes, you can stop making your regular payments. If anyone attempts to collect the balance, see a lawyer. If you have borrowed money from a lender (for example, a bank or a credit union) to pay your membership fees, you may still have to continue payments—you should verify this with a lawyer.

If your payments are being automatically deducted from your checking account, you should immediately contact the financial institution and tell it to stop making payments. You must notify the financial institution at least three business days before the scheduled date of the transfer. You can give the notice orally, but financial institutions can require written confirmation. If you give notice orally and the financial institution requires written confirmation, your oral notice expires on the 14th day.

